

The Honorable Richard A. Jones

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation,)

Plaintiff,)

v.)

DANIEL POWERS, an individual,)

Defendant.)

No. 2:12-CV-1911

COPY OF DECLARATION OF
ADAM SELIPSKY IN SUPPORT
OF MOTION FOR RESTRAINING
ORDER PENDING IN SUPERIOR
COURT AT TIME OF REMOVAL

Attached hereto as Exhibit A is a true copy of the Declaration of Adam Selipsky in support of Amazon.com, Inc.'s Motion for Temporary Restraining Order, filed in King County Superior Court, Cause No. 12-2-34992-4 SEA, on October 26, 2012, prior to the removal of the action to this court on October 29, 2012.

1 DATED this 30th day of October, 2012.

2
3 Davis Wright Tremaine LLP
Attorneys for Plaintiff

4
5 By s/Ladd B. Leavens
Ladd B. Leavens
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PROOF OF SERVICE

I hereby certify that on the date below indicated, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

kpetrak@byrneskeller.com

DATED this 30th day of October, 2010.

Davis Wright Tremaine LLP
Attorneys for Plaintiff

By s/Ladd B. Leavens

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EXHIBIT A

SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

AMAZON.COM, INC.,

Plaintiff,

v.

DANIEL A. POWERS,

Defendant.

No. 12-2-34992-4 SEA

DECLARATION OF ADAM
SELIPSKY

I, Adam Selipsky, declare as follows:

1. I am Vice President, Sales, Marketing & Support, for Amazon Web Services LLC ("AWS"), a wholly owned subsidiary of Amazon.com, Inc. ("Amazon"). I am responsible for all of "customer facing" components (as opposed to the technical components) of Amazon Web Services' cloud computing business. My responsibilities include (but are not limited to) management of Amazon web services sales and business development. I have held this position since May 2005. I am over the age of 18 and make the statements herein based on my own personal knowledge and my review of publicly available information about Google, Inc.

2. I am intimately familiar with Amazon Web Services' business, including its confidential business plans, technologies, products, and services. I am also very familiar with

1 our customer base, retail markets, and business relationships. Finally, I am familiar with the
2 nature and extent of Amazon's competition with other companies offering services in the area
3 of cloud computing, including public, private, and hybrid clouds.

4 3. Daniel A. Powers ("Powers") reported directly to me during the entire time that
5 he worked for Amazon. I worked closely with him and I am very familiar with his work at the
6 company.

7 **A. Overview of Amazon's Cloud Computing Business**

8 4. Amazon Web Services develops and sells "cloud computing" services. Amazon
9 (like some other companies, particularly Google) has acquired a great deal of computing
10 capacity, in the form of its computer server "farms," and a great deal of IT infrastructure
11 expertise. These resources and skills enable AWS to offer information technology
12 infrastructure services—essentially offsite digital storage and computing capacity, and
13 infrastructure expertise—to individuals and businesses. Cloud computing allows customers
14 access to shared, flexible computing resources on an on-demand basis. Customers essentially
15 "rent" the specific computing resources they need, when they need them, either in place of or in
16 conjunction with their own existing computing infrastructure. By "renting" our cloud
17 computing resources, our customers can avoid or minimize some of the capital costs and
18 operating expenses associated with buying hardware and software and setting up or expanding
19 their own IT departments. Cloud computing resources also offer the customer flexibility; they
20 can readily and rapidly scale up to handle increased demand, such as an unexpected increase in
21 website traffic. Users of the cloud are generally charged only for the computing resources they
22 actually use, and customers can thus avoid having to size their own IT capacity to meet
23 maximum demand loads.
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1 5. Amazon was a pioneer in this burgeoning new business and is now the industry
2 leader. The cloud computing business is a significant part of the overall business of
3 Amazon.com. Amazon Web Services has developed and offers a suite of web services to
4 customers all over the world.

5 a. Amazon Elastic Compute Cloud, also known as "Amazon EC2," allows
6 our customers -- in this case mostly businesses and software developers -- to rent space
7 and time on Amazon's digital infrastructure to develop and run software applications.
8 Amazon EC2 is a significant and growing segment of AWS's business. It provides
9 users with large or small amounts of capacity as they need it at the instant they need it.
10 Users pay only for their actual usage.

11 b. Amazon Elastic Block Store (also known as "Amazon EBS") and
12 Amazon Simple Storage Service (also known as "Amazon S3") allow our Amazon
13 customers to easily and cheaply store their digital information. Amazon Elastic Block
14 Store is a cloud-based data storage product offered in conjunction with the Amazon
15 EC2 service. Amazon EBS is particularly well-suited for those applications that require
16 storage of a database or file system. Amazon EBS users can create storage "volumes"
17 ranging from 1 gigabyte to 1 terabyte in size, and can "attach" them to an EC2 instance,
18 or server. Once attached to an Amazon EC2 instance, the Amazon EBS storage volume
19 will appear as a mounted device similar to any hard drive, and the user is able to format
20 it with a file system or install applications on it directly. All of this is accomplished
21 entirely in the cloud.

22 c. Amazon S3 customers can store an unlimited amount of data in the
23 cloud, and pay only for the amount of data storage that they use. Data is stored in a
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1 secure online “bucket” and is accessible only by a unique, user-assigned key. Users can
2 access this data at any time via a web interface. Amazon S3 also has the ability to host
3 “static” websites -- basic websites with fixed content displayed to each visitor.

4 d. Amazon Relational Database Service, also known as “Amazon RDS,”
5 Amazon DynamoDB, and Amazon SimpleDB, allow our customers to set up and query
6 databases. Customers who are database users have several options. They can set up
7 and operate their own databases in the cloud on Amazon EC2 and Amazon EBS,
8 retaining complete control over their database instances. As an alternative, Amazon
9 offers several “fully managed” database services that allow users to set up and run
10 databases in the cloud, while offloading various time-consuming infrastructure
11 management and database administration tasks to Amazon. Amazon RDS makes it
12 easy for customers to set up, operate, and scale a relational database in the cloud, with a
13 full set of capabilities such that they can continue to use their existing code,
14 applications, and software tools. Amazon RDS provides cost-efficient and resizable
15 capacity and management of time-consuming database administration tasks. Amazon
16 DynamoDB offers extremely fast performance through a cloud-based NoSQL database
17 service that is fully scalable and self-balancing (i.e., it automatically spreads data and
18 traffic over a sufficient number of servers so that performance is not affected). Amazon
19 SimpleDB removes the burden of database administration from enterprise-level users,
20 who can store and access data via web services requests. Amazon SimpleDB is a
21 NoSQL database service for implementation with smaller dataset sizes.

22 e. While customers may manually select and manage the particular mix of
23 AWS’s cloud computing products and services necessary to perform a given task (e.g.,
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1 by signing up for a combination of computing power, storage, and database services
2 through the products described above), Amazon's AWS Elastic Beanstalk service
3 provides a quick and simple way to deploy and manage applications in the AWS cloud.
4 Customers can upload their application and AWS Elastic Beanstalk will automatically
5 handle the deployment details and sign the customer up for the necessary resources.
6 AWS Elastic Beanstalk may also be used to simplify the process of utilizing a
7 combination of AWS resources to host dynamic, feature-rich websites on the AWS
8 cloud.

9
10 f. Amazon's "Virtual Private Cloud" (also known as "Amazon VPC")
11 allows Amazon customers to bridge seamlessly between their own data centers and the
12 Amazon Web Services cloud. Customers can connect their existing computing
13 infrastructure to isolated Amazon Web Services computing resources via a Virtual
14 Private Network (VPN) connection, and extend their existing IT capabilities (such as
15 security services, firewalls, and intrusion detection systems) to include Amazon Web
16 Services resources. Amazon VPC offers users the advantages of the public cloud
17 (scalability and pricing on a usage basis), while at the same time providing a specific
18 type of security and confidentiality by segregating the portions of the cloud used by
19 individual Amazon VPC customers.
20

21 **B. Powers' Background and Hiring by Amazon**

22 6. Before coming to Amazon, Powers spent approximately 20 years working in
23 various divisions of IBM. He had little experience with cloud computing before joining
24 Amazon. As a consequence he acquired the lion's share of his knowledge of the cloud
25 computing business from Amazon during his employment by Amazon.
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1 7. I was personally involved in hiring Powers to join Amazon in 2010. We offered
2 Powers the Seattle-based position of Vice President, AWS Sales by letter dated July 15,
3 2010. Powers accepted the offer, signing the letter on July 17 and returning it to Amazon. A
4 copy of the offer letter, which I signed on behalf of Amazon, is attached as **Exhibit A**.

5 8. Amazon in the offer letter required Powers to execute Amazon's
6 Confidentiality, Noncompetition and Invention Assignment Agreement ("Noncompetition
7 Agreement") as a condition of his employment. Powers agreed to do so. He signed and dated
8 the Noncompetition Agreement on August 24, 2010, and returned it to Amazon. (Powers also
9 signed a copy of the Noncompetition Agreement on July 17, 2010. The August agreement is
10 identical to the July agreement, except for the footer.) A copy of the Noncompetition
11 Agreement is attached as **Exhibit B**.

12
13 **C. Powers' Work for Amazon and His Knowledge of Amazon's Confidential**
14 **Information**

15 9. As Vice President, AWS Sales, Powers was responsible for developing,
16 implementing and managing Amazon Web Services' sales and business development strategy
17 for all products and most of its customers (excluding only the governmental and education
18 sectors) throughout the entire world. As a consequence, Powers, perhaps more than any other
19 single Amazon employee, acquired extremely confidential, competitively sensitive information
20 about Amazon's cloud computing business.

21 10. Powers had direct, repeated, and extensive contact with Amazon's existing and
22 prospective customers for cloud computing services. He was the primary contact with many of
23 Amazon's most important existing and prospective customers, and developed relationships
24 with key decision makers at many of those customers. In his 2011-2012 self-evaluation,
25 Powers described his efforts to develop these customer relationships:
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Customer Obsession – Something I rate myself high on. Spent a lot of time with customers in geographies in 2011, large enterprise, mid-sized, and startups. Was also very involved in all outages[,] leading the customer outreach and working hard to keep our customers on our platform and committed to AWS even with outages. Always strive to be the voice of the customer, in a good way in our leadership meetings, and with the product and service team owners.

11. Powers was privy to extraordinarily broad and detailed information about Amazon Web Services' existing and prospective customers and business relationships. He knows which cloud computing products and services each Amazon customer purchases, the volume of Amazon's cloud business with each customer, and Amazon's margins on the products it sells to each customer. Powers knows how much customers and potential customers have budgeted to pay for cloud computing products and services, as well as which additional cloud computing products and services may interest these customers and potential customers (and, therefore, where new business opportunities lie with each customer). He knows what Amazon can and cannot offer now, what Amazon plans to offer in the future, and how Amazon is marketing and will market those products and services. Powers also knows which customers have expressed dissatisfaction with Amazon's cloud products, or with other aspects of the Amazon relationship, and the reasons those customers have given for the dissatisfaction. He knows the identities of customers with whom Amazon is attempting to establish a business relationship.

12. Powers' detailed knowledge of Amazon Web Services' existing and prospective customers extends beyond those with whom he personally interacted, by virtue of his access to Amazon's confidential and highly detailed customer relationship management database. Through this database, Powers had access to all the key contact information for Amazon Web Services' customers and prospective customers, including the key players, decision makers, and

1 executives for specific customers. The database also tracks customers and prospective
2 customers' plans for web services, including plans for cloud computing migration strategies,
3 timelines, and projects.

4 13. Powers also knows a great deal about the current state of Amazon Web
5 Services' cloud computing business and its strategic current and future business plans. Indeed,
6 Amazon paid him to direct the development of many of those strategies. He knows how
7 Amazon formulates prices for its cloud services and why it prices them as it does. He knows
8 what new and/or upgraded products Amazon intends to introduce, and where and when it
9 intends to introduce them. He knows how and where Amazon will market those products, as
10 well as the market research Amazon has conducted. He knows the geographic areas in which
11 Amazon does business, and he knows Amazon's plans and timing for geographic expansion.
12 He knows what challenges Amazon has encountered in providing cloud services in various
13 international areas, why it faces those challenges, and how a competitor might avoid them.

14 14. Powers also had access to and knows all the financial details of Amazon Web
15 Services' cloud computing business. He received detailed information regarding its financial
16 goals, metrics, and other financial information. He knows total sales volume, and what kinds
17 of customers and products account for what percentages of the volume. He knows Amazon's
18 costs, its overall margins, its product-by-product margins, and its customer-by-customer
19 margins. Powers also knows about Amazon Web Services' planned expenditures, research and
20 development, and technology.

21 15. Powers learned much of this information because Amazon included him in the
22 highest levels of decision-making on the cloud computing business. He attended the AWS
23 Weekly Business Metrics Meetings, at which senior management discussed goals and metrics
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1 across all of AWS's products and services. In connection with those meetings, Powers
2 received the weekly Amazon Web Services Metrics Deck, containing hundreds of pages worth
3 of detailed business statistics for AWS as a whole and for its individual products and services,
4 all significant deliverables with dates for every AWS service, as well as action items, goals,
5 current and future marketing plans, and the identities of AWS's top customers for each service.

6 16. Powers also participated in AWS's semi-annual formal operations planning
7 processes, OP1 and OP2, which involve detailed presentations by each operational segment
8 within AWS regarding their plans, budget and strategy over a several year period. He received
9 numerous reports from various AWS segments in connection with these processes, and
10 attended offsite meetings limited to AWS's most senior managers.

11 17. Powers also received other weekly e-mails and reports containing highly
12 confidential information, including various weekly "Sync" emails (containing confidential
13 information specific to particular cloud computing products and services, or groups of related
14 products and services), and bi-weekly Geo Updates from the various geographical units in his
15 sales organization.
16

17 18. Amazon treats the information described in the preceding paragraphs as
18 confidential. Possession of this information would be extremely useful for a competitor
19 offering cloud computing services.
20

21 19. Amazon makes significant efforts to maintain the confidentiality of information
22 about its products, services, technology, and future plans. These efforts include requiring all
23 employees to sign confidentiality agreements, establishing internal procedures governing how
24 confidential information is handled, and restricting access to certain of its systems and
25 facilities. While Amazon publicly identifies certain customers for its cloud computing business
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1 for marketing purposes, it otherwise keeps the identity of its customers (and the identity of
2 businesses in its customer pipeline) confidential.

3 **D. Termination of Powers' Employment with Amazon and Execution of**
4 **Severance Agreement**

5 20. In early June 2012, Amazon offered Powers a severance package and invited
6 him to accept the package and resign, in lieu of termination. After discussions with me and
7 others at Amazon on June 5, 2012, Powers agreed to resign from his employment with
8 Amazon, effective July 1, 2012.

9 21. In connection with the termination of his employment, Powers and Amazon
10 entered into a Confidential Severance Agreement and Mutual Release ("Severance
11 Agreement"), a true and correct copy of which is attached hereto as **Exhibit C**. In that
12 agreement, Powers among other things reaffirmed his non-competition obligations under the
13 Noncompetition Agreement. Amazon agreed to pay Powers \$325,000 in severance pay.

14 **E. Google is One of Amazon's Direct Competitors in the Cloud Computing**
15 **Industry and has Numerous Competing Products and Services.**

16 22. While Amazon offers a diverse and robust platform of cloud-based solutions,
17 several direct competitors offer competing cloud computing products and services. It is part of
18 my job to be knowledgeable about Amazon's competitors, and I am familiar with Google, as its
19 cloud computing products and services compete with various products and services offered by
20 Amazon. I have also reviewed various publicly available materials from Google's website.

21 23. Google is a relative latecomer to the cloud computing business. It launched one
22 of its principal competitive products, Google Compute Engine, just this year. Nonetheless,
23 Google is uniquely well positioned to compete with Amazon. Because its core search business
24 requires that it assemble very large arrays of computing hardware, it already owns the
25 infrastructure resources necessary to permit it to offer cloud computing services. For this
26 reason the knowledge of someone like Powers about Amazon's business models, pricing,
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1 margins, and customers is especially valuable to it, and the harm to Amazon is consequently
2 especially great; Google has the hardware, and what it needs is Amazon's know-how, which
3 Powers can hand over. Many of the cloud computing offerings described on Google's website
4 at <http://cloud.google.com> are competitive with Amazon offerings described above in Section

5 A. For example:

6 a. Google App Engine allows customers to "[b]uild your apps and websites
7 on Google's infrastructure" and is competitive with several Amazon offerings, including
8 Amazon Elastic Beanstalk;

9 b. Google Cloud Storage allows customers to "[s]tore and manage your
10 data on Google's infrastructure" and is competitive with Amazon S3; and
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12 c. Google Compute Engine allows customers to "[r]un Linux Machines in
13 the cloud", and is competitive with Amazon EC2.

14 24. Google provides examples of and commentary from its cloud customers on its
15 website, at <https://cloud.google.com/customers/>. The customers referenced here include the
16 same type of customers and companies with which Amazon has and seeks to form business
17 arrangements.
18

19 25. Numerous articles and stories published in recent months in newspapers like the
20 Wall Street Journal and websites like Wired.com and InformationWeek on have recognized the
21 competition between Amazon and Google in the cloud computing space, particularly with
22 Google's announcement of Google Compute Engine this summer. I attach a sample of these
23 articles as **Exhibit D** to this declaration.
24

25 26. Powers can easily use—and in fact could not avoid using—the confidential
26 information that he acquired at Amazon to give Google a very substantial new advantage in
27

1 competing with Amazon in the cloud computing business, and he could do so without saying a
2 word to anyone that discloses specific confidential Amazon information. For example, he
3 knows both our pricing and profit margins on particular products sold to particular customers.
4 He could suggest to the Google front line sales force that they approach certain customers, and
5 that they offer a price on the Google competing product at a price that Powers knows would
6 undercut Amazon's price. In any strategy discussions at Google regarding pricing, Powers
7 would necessarily call into play his knowledge of pricing structures at Amazon. He knows
8 which Amazon customers might be temporarily dissatisfied and could suggest that his sales
9 force contact them. He knows which locations we are planning to move into, and could suggest
10 to Google that Google move aggressively into those areas to be there first. In any discussion at
11 Google regarding geographical marketing of cloud computing services, Powers would
12 necessarily be calling in to play his very detailed knowledge of Amazon's presence, strengths
13 or weaknesses, and intentions in geographical areas. He knows what kinds of enterprise
14 customers generate large amounts of revenue for AWS (and Amazon keeps those customers'
15 identities – with few exceptions where the customers have authorized disclosure –strictly
16 confidential). In any discussion at Google regarding target market segments, Powers would
17 necessarily be using his knowledge of confidential Amazon information regarding its successes
18 (and failures) in particular market segments, and its future plans. These are only a few
19 examples. He would thus be using Amazon's confidential information in a business other than
20 Amazon's business, in violation of the Noncompetition Agreement, and he would be at least
21 indirectly accepting or soliciting business from a retail market sector, segment or group that
22 Amazon has also solicited or targeted, or from which Amazon has solicited business.
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F. Google App Engine is Directly Competitive with Amazon Cloud Computing Products For Which Mr. Powers Was Responsible While Employed by Amazon.

27. I understand that Powers and Google have provided various titles and descriptions of Powers' position at Google. Regardless of the precise title Powers actually holds, if he works in any position within or supporting Google's cloud computing business, Powers would undoubtedly be responsible for growing existing customer relationships, new business development, existing product enhancement, new product initiatives, and strategic business planning, and he would necessarily be competing with Amazon's respective cloud computing products and services and directly or indirectly marketing to Amazon's existing and potential customers. In my opinion, Powers could not carry out those responsibilities without mis-using the significant amount of confidential Amazon information he possesses, in violation of his obligations under the Noncompetition Agreement and to Amazon's detriment. In addition, Powers would not be able to work for Google in any position within or supporting its cloud computing business without directly or indirectly assisting Google in making sales to the same markets Amazon targets.

28. I am aware that in recent discussions between Amazon and Google on the question of Daniel Powers' Noncompetition Agreement, Google has taken the position that Google App Engine is not competitive with any Amazon cloud computing product, and that Mr. Powers could work on Google App Engine business development and marketing efforts without violating the Amazon Noncompetition Agreement. It is patently untrue that Google App Engine is not competitive with any Amazon cloud computing product. Google App Engine is directly competitive with Amazon Elastic Beanstalk. Both are what is described in the industry as Platform as a Service ("PaaS") products. The platform (while flexible)

1 normally includes at least an operating system, programming language, a database, and a web
2 server. PaaS products can be used by application developers for both development and hosting.
3 A PaaS product gives an application developer access to the computing capacity necessary to
4 permit them to develop applications. (To “develop” an application means to invent or create
5 it.) A software programmer might, for example, use a PaaS cloud service to create an app (like
6 Dropbox) that will permit a user automatically to back up the user’s hard drive. Application
7 developers can also use a PaaS cloud product to “host” a fully developed, operating application.
8 Hosting means responding to users of the application. In the automated backup example, when
9 the home computer sends the data for backup, the PaaS application residing in the cloud hosts
10 the application by determining how best to store the data, storing it, and making it available
11 when the user later requests it.
12

13 29. As its name implies, Google App Engine is a PaaS cloud product that permits
14 developers to create and host applications and interactive websites. Amazon’s Elastic
15 Beanstalk provides this same Platform as a Service product. They are very definitely
16 competitive products.
17

18 30. Google App Engine is also competitive with AWS S3 and EC2, the earlier-
19 developed Amazon cloud storage and cloud computing services. A developer who wants web
20 hosting or application hosting services can choose to use S3 and EC2 for storage and
21 computing services, or can choose to use Amazon Beanstalk or Google App Engine. S3 and
22 EC2, as well as other AWS services, allow more direct control over the computing resources
23 and thus provide less automation, but this represents a choice and trade off that developers
24 make. A developer considering the use of S3 and EC2 has the choice instead to upload his/her
25 application to Google App Engine (or Amazon Elastic Beanstalk), and those PaaS products will
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1 make the decisions about what storage and computing services and configurations will be
 2 implemented. Customers therefore can and do consider using Google App Engine, as a
 3 substitute for AWS S3 and EC2, and Google App Engine is directly competitive with our S3
 4 and EC2 products as well as Elastic Beanstalk.

5 31. Daniel Powers was in charge of business development and sales for S3, EC2 and
 6 Elastic Beanstalk when he was at Amazon. If he works on Google App Engine at Google, he
 7 will be competing directly against Amazon.

8 CERTIFICATION

9 I declare under penalty of perjury according to the laws of the State of Washington that
 10 the foregoing statements are true and correct to the best of my knowledge.

11 EXECUTED at Seattle, Washington, this 26 day of October, 2012.


12
 13
 14 
 15 Adam Selipsky

EXHIBIT A



July 15, 2010

Daniel A. Powers
857 Lullwater Park Lane
Atlanta, GA 30306

Dear Dan:

On behalf of Amazon Corporate LLC (the Company), I am very pleased to offer you the position Vice President, Sales, Amazon Web Services. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Salary

Unless we mutually agree otherwise in writing, you will commence employment on August 16, 2010. Your starting salary will be \$160,000 annualized, payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Because your position is exempt from overtime pay, your salary will compensate you for all hours worked.

Signing Bonus

In appreciation for your decision to join us, the Company will pay you a \$340,000 signing bonus during your first year of employment, which will be paid in twelve monthly installments, starting at the end of your first month, subject to your continued employment. If you are employed with the Company on the one-year anniversary of your hire date, the Company will pay you a second bonus in the amount of \$150,000 during your second year of employment, which will be paid in twelve monthly installments, subject to your continued employment. Both bonuses will be payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. If your employment with the Company is terminated for any reason during your first two years of employment, any monthly payments will cease after the date of termination and you will not be entitled to further payments.

Restricted Stock Unit Award

Subject to Board of Directors' approval, you will be granted a restricted stock unit award with respect to 13,000 shares of Amazon.com common stock. This award will vest and convert into shares of common stock at the rate of 20% on the 15th day of the month in which you reach your second anniversary of employment, and an additional 10% every six months of employment thereafter until fully vested. Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award.

Relocation

For information about your relocation benefits, please review the attached document. If your employment with the Company is terminated for any reason prior to the first anniversary of your start date, you will be responsible for reimbursing the Company for any relocation expenses paid to you or incurred by the Company on your behalf, on a pro-rated monthly basis.

Benefits

You will also be entitled, during the term of your employment, to such vacation, medical and other employee benefits as the Company may offer from time to time, subject to applicable eligibility requirements. The Company does reserve the right to make any modifications in this benefits package that it deems appropriate. Please refer to the enclosed benefits documents for more information. You are eligible to enroll in Amazon.com's 401(k) plan as of the date you start employment. You are also eligible to enroll in our major medical plan on the first day of the month coincident with or following the commencement of your employment.

Background Check

This offer is contingent on the successful completion of a background check.

Customer Connection

You will participate in Amazon.com's Customer Connection ("C2") Program, which keeps our senior employees in direct contact with our customers. Under this program, you will work with our customer service associates for one day during your first six months of employment and on a regular basis thereafter. You'll also work at one of our fulfillment centers for three days during your first two years of employment. Please contact your Human Resources Generalist for more information.

Employment At Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality, Noncompetition and Invention Assignment Agreement

As a condition of your employment, you must sign the enclosed Confidentiality, Noncompetition and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement.

You should know that the agreement will significantly restrict your future flexibility in many ways. For example, you will be unable to seek or accept certain employment opportunities for a period of 18 months after you leave the Company. Please review the agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide Amazon.com with evidence of your identity and eligibility for employment in the United States no later than three (3) business days of your date of hire. Please bring this documentation to your new hire orientation. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.


Additional Provisions

If you accept this offer, the terms described in this letter will be the terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications of these terms must be in writing and signed by you and an officer of the Company.

If you wish to accept employment with the Company, please indicate so by signing both copies of this letter and both copies of the enclosed Confidentiality, Noncompetition and Invention Assignment Agreement, retaining one of each for your files. This offer and all terms of employment stated in this letter will expire ten days from the date of this letter.

Dan, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

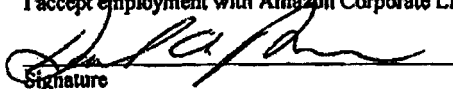
Sincerely,



Adam Selipsky
Vice President, Product Management and Developer Relations

ACCEPTANCE

I accept employment with Amazon Corporate LLC under the terms set forth in this letter:



Signature
Daniel A. Powers

July 17th, 2010
Date

EXHIBIT B

AMAZON.COM, INC.

CONFIDENTIALITY, NONCOMPETITION AND
INVENTION ASSIGNMENT AGREEMENT

AGREEMENT dated as of AUGUST 24th, 2010, by and between Amazon.com, Inc., a Delaware corporation, and DANIEL A. POWERS (the "Employee"). As used herein, the "Company" shall mean Amazon.com, Inc. and any affiliate of Amazon.com, Inc., meaning any entity that controls, is controlled by, or under common control with, Amazon.com, Inc.

RECITALS

Employee is entering into this Agreement in connection with his or her acceptance of employment with the Company and as a condition of such employment.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and in consideration of their mutual promises and agreements contained herein, the parties hereto agree as follows:

1. Disclosure and Delivery to the Company

(a) Disclosure of Information to the Company. During the course of employment and at the termination thereof, the Employee shall promptly disclose and deliver over to the Company, without additional compensation, to the extent that such disclosure could reasonably be expected to be of interest to the Company, in writing, or in such form and manner as the Company may reasonably require, the following ("Disclosure Information"):

(i) any and all algorithms, procedures or techniques related to the Company's business activities or to the Employee's work with the Company, and the essential ideas and principles underlying such algorithms, procedures or techniques, conceived, originated, adapted, discovered, developed, acquired, evaluated, tested, or applied by the Employee while employed by the Company, whether or not such algorithms, procedures or techniques are embodied in a computer program;

(ii) any and all pricing or marketing strategies, the essential ideas and principles on which such strategies are based, and any information that might reasonably be expected to lead to the development of such strategies, conceived, originated, adapted, discovered, developed, acquired, evaluated, tested, or applied by the Employee while employed by the Company;

(iii) any and all products and services, and the essential ideas and principles underlying such products and services, conceived, originated, adapted, discovered, developed, acquired, evaluated, tested, or applied by the Employee while employed by the Company, whether or not such products or services are marketed, sold, or provided by the Company; and

(iv) any other ideas or information conceived, originated, adapted, discovered, developed, acquired, evaluated, tested, or applied by the Employee while employed by the Company if the idea or information could reasonably be expected to prove useful or valuable to the Company.

(b) Certain Qualifications and Recognitions. The Employee recognizes that he or she will hold an important position at the Company, and that, as one of his or her important job duties, he or she will be expected to conceive, originate, adapt, discover, develop, acquire, evaluate, test, and/or apply ("Conceive and/or Originate") products, services, techniques, algorithms, strategies, procedures and/or ideas ("Products and/or Services"), even when, in order to do so, the Employee must help lead the Company in new directions,

or into activities and business areas which are new to the Company. However, the Company recognizes that the Employee may Conceive and/or Originate certain Products and/or Services which are unrelated to the activities of the Company, unrelated to the planned activities of the Company, and unrelated to any reasonable extension of the activities or planned activities of the Company ("Unrelated Products and/or Services"). The parties therefore agree, the other provisions of this Section 1 notwithstanding, that:

- (i) any Unrelated Products and/or Services Conceived and/or Originated by the Employee, even while employed by the Company, shall not be considered Disclosure Information;
 - (ii) the fact that the Employee used modest amounts of Company equipment or facilities (for example, by sending e-mail messages using Company computers and network connections) in the course of Conceiving and/or Originating an Unrelated Product and/or Service shall not cause an Unrelated Product and/or Service to be considered Disclosure Information;
 - (iii) the fact that the Employee Conceived and/or Originated a Product and/or Service during the Company's normal operating hours or on the Company's premises shall not cause an Unrelated Product and/or Service to be considered Disclosure Information;
 - (iv) the fact that the Employee Conceived and/or Originated a Product and/or Service outside of the Company's normal operating hours or off of the Company's premises shall not, in and of itself, prevent a Product and/or Service from being considered Disclosure Information.
- (c) Information Obtained from Third Parties. For purposes of this Section 1, information "acquired" shall be deemed to include information relayed to the Employee by third parties, whether or not such third parties were compensated by the Company in connection with such acquisition.

NOTICE: Notwithstanding any other provision of this Agreement to the contrary, this Agreement does not obligate Employee to assign or offer to assign to the Company any of Employee's rights in an invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on Employee's own time, unless (a) the invention relates (i) directly to the business of the Company or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by Employee for the Company. This satisfies the written notice and other requirements of RCW 49.44.140.

2. Confidential Information

(a) Definition of Confidential Information. The parties acknowledge that, in order to permit the Employee to successfully perform and/or continue to perform the duties associated with his or her employment with the Company, it is necessary for the Company to provide the Employee with access to certain valuable proprietary information and knowledge of certain modes of business operation ("Confidential Information") which are essential to the effective operation of the Company, and which give the Company a competitive advantage over other firms pursuing related business activities. In the context of this Agreement, the term "Confidential Information" shall be deemed to include:

- (i) the identity of the Company's business partners, customers, investors, or joint venturers, vendors, or suppliers;
- (ii) computer software developed by the Company;
- (iii) data of any sort compiled by the Company, including, but not limited to, data on the effectiveness of any particular marketing campaign or advertising venue or method, or demographic or other data related to the Company's customers or prospective customers;

(iv) the fact that the Company uses, has used, or has evaluated for potential use a particular computer program or system, or any particular database or source of data, supplied by a party other than the Company;

(v) algorithms, procedures or techniques, or the essential ideas and principles underlying such algorithms, procedures or techniques, developed by, or whose workings are otherwise known to, the Company (but excluding any public domain algorithms, procedures, or techniques, and excluding any algorithms, procedures, or techniques licensed by the Company from a third party on a non-exclusive basis), whether or not such algorithms, procedures or techniques are embodied in a computer program, including, but not limited to, techniques for identifying prospective customers, communicating effectively with prospective or current customers, reducing operating costs, or increasing system reliability;

(vi) the fact that the Company uses, has used, or has evaluated for potential use any particular algorithm, procedure or technique, or the essential ideas and principles underlying such algorithm, procedure or technique, developed by a party other than the Company (including any algorithms, procedures or techniques in the public domain), whether or not such algorithms, procedures or techniques are embodied in a computer program;

(vii) pricing or marketing strategies developed, investigated, acquired, evaluated, modified, tested or employed by the Company, or any information related to, or that might reasonably be expected to lead to, the development of such strategies;

(viii) information about the Company's future plans, including, but not limited to, plans for expanding into new products or services;

(ix) any information that would typically be included in the Company's financial statements, including, but not limited to, the amount of the Company's assets, liabilities, net worth, revenues, expenses, or net income;

(x) information related to, or that might reasonably be expected to lead to, understanding the viability of selling any particular product or service via any particular vehicle such as interactive, computer-based shopping;

(xi) any other information gained in the course of the Employee's employment with the Company that could reasonably be expected to prove deleterious to the Company if disclosed to third parties, including without limitation any information that could reasonably be expected to aid a competitor or potential competitor of the Company (a "Competitor") in making inferences regarding the nature of the Company's business activities, where such inferences could reasonably be expected to allow such a Competitor to compete more effectively with the Company.

(b) Use and Disclosure of Confidential Information.

(i) The Employee acknowledges that he or she has acquired and/or will acquire Confidential Information in the course of or incident to his or her employment with the Company, and that the ability of the Company to continue in business could be seriously jeopardized if such Confidential Information were to be used by the Employee or by other persons or firms to compete with the Company. Accordingly, the Employee agrees that he or she shall not, directly or indirectly, at any time, during the term of his or her employment with the Company or at any time thereafter, and without regard to when or for what reason, if any, such employment shall terminate, use or cause to be used any such Confidential Information in connection with any activity or business except the business of the Company, and shall not disclose such Confidential Information to any individual, partnership, corporation, or other entity unless such disclosure has been specifically authorized in writing by the Company, or except as may be required by any applicable law or by order of a court of competent jurisdiction, a regulatory or governmental body.

(ii) The provisions of Section 2(b)(i) notwithstanding, the Employee shall be free to disclose or use any information which is in or which enters the public domain prior to the time of such disclosure or use except where such information enters the public domain as a result of unauthorized actions of the Employee.

(iii) The provisions of Sections 2(b)(i) and 2(b)(ii) notwithstanding, the Employee shall be free to disclose or use any information which was obtained by the Employee prior to his or her employment with the Company other than information obtained by the Employee from the Company, and shall be free to disclose or use any information which is obtained by the Employee subsequent to and independent of his or her relationship with the Company.

(c) No Waiver of Trade Secret Protection. Nothing contained in this Agreement shall be deemed to weaken or waive any rights related to the protection of trade secrets that the Company may have under common law or any applicable statutes.

(d) Patents.

(i) All patents, copyrights, trade secrets and other proprietary rights relating to the Confidential Information or to the Disclosure Information as defined in Section 1 shall be owned by the Company, including but not limited to any and/or all of the Confidential Information and/or Disclosure Information that does not qualify as "Works-Made-For-Hire," if any. The Employee hereby irrevocably sells, assigns, transfers and conveys to the Company and its successors the Employee's entire right, title and interest in the Confidential Information and/or Disclosure Information and any improvements throughout the world, including, without limitation:

(A) all patents, copyrights, trade secrets and other proprietary rights in the Confidential Information and/or the Disclosure Information and all rights to secure registrations, renewals and extensions of the same;

(B) all rights to make use, practice, import, export and otherwise fully exploit the Confidential Information and/or the Disclosure Information and any and all improvements that the Employee or Company may hereafter make or develop;

(C) all rights to file and prosecute applications for patent protection covering the Confidential Information and/or the Disclosure information and improvements thereon, and the processes and designs embodied therein, in the United States and in every other country throughout the world;

(D) all rights under any patent which may be issued on the Confidential Information and/or the Disclosure Information or the improvements thereon, and any processes and designs therein, and all rights to enjoy the same; and

(E) all documents, notes, notebooks, drawings, schematics, prototypes, magnetically encoded media, or other materials related to the Confidential Information or to the Disclosure Information.

(ii) During the period of his or her employment with the Company, the Employee agrees to provide the Company with such information and know-how in the Employee's possession or control as may be necessary to use, market and/or develop the Confidential Information and the Disclosure Information and improvements.

(iii) During the period of his or her employment with the Company and as may be reasonably necessary subsequent to the Employee's employment, the Employee agrees to cooperate with the Company as may be necessary to obtain patent protection for the Confidential Information and the Disclosure Information and improvements and agrees to do such further acts and execute and deliver to Company such

instruments as may be required to perfect, register or enforce the Company's ownership of the rights conveyed under this Agreement. If the Employee fails or refuses to execute any such instruments (without regard to whether or not the Employee is at that time employed by the Company), the Employee hereby appoints the Company as the Employee's attorney-in-fact to act on the Employee's behalf and to execute such instruments. This appointment shall be irrevocable and deemed to be a power coupled with an interest.

(e) For purposes of this Section 2, the term Company shall be deemed to include the Company as well as any subsidiaries or affiliates of the Company that may, from time to time, become associated with the Company.

3. Competitive Activities

(a) During the period of his or her employment with the Company, the Employee will not, directly or indirectly, and whether or not for compensation, either on his or her own behalf or as an employee, officer, agent, consultant, director, owner, partner, joint venturer, shareholder, investor, or in any other capacity (except in the capacity of an employee of the Company acting for the benefit of the Company), knowingly engage in any activity or business which is of the same nature as, or substantively similar to, an activity or business of the Company or an activity or business which the Company is developing and of which the Employee has knowledge.

(b) While employed by the Company and for a period of twelve (12) months after the date the Employee ceases to be employed by the Company, without regard to when or for what reason if any, such employment shall terminate (the "Termination Date"), the Employee will not, directly or indirectly, and whether or not for compensation, either on his or her own behalf or as an employee, officer, agent, consultant, director, owner, partner, joint venturer, shareholder, investor, or in any other capacity (except in the capacity of an employee of the Company acting for the benefit of the Company), knowingly employ, or retain as a consultant or contractor, or cause to be so employed or retained, or enter into a business relationship with any person who:

(i) is an employee of the Company or has been employed by the Company at any time within the twelve (12) months prior to the date of such act; or

(ii) is a consultant, sales agent, contract programmer, or other independent agent retained by the Company; or

(iii) has been retained by the Company as a consultant, sales agent, contract programmer, or other independent agent at any time within the twelve (12) months prior to the date of such an act.

(c) While employed by the Company and for a period of 18 months after the date the Employee ceases to be employed by the Company, without regard to when or for what reason, if any, such employment shall terminate, the Employee will not, directly or indirectly, and whether or not for compensation, either on his or her own behalf or as an employee, officer, agent, consultant, director, owner, partner, joint venturer, shareholder, investor, or in any other capacity (except in the capacity of an employee of the Company acting for the benefit of the Company), knowingly:

(i) accept or solicit employment with, or accept or solicit a consulting assignment with, or accept or solicit investment capital, directly or indirectly, from any individual or entity, or from an officer, partner, or principal of any entity, from which the Company has accepted investment capital, or with which, prior to the Termination Date, the Company has held serious discussions regarding the possibility of securing investment capital ("Investors or Prospective Investors"), provided, however, that this Section 3(c)(i) shall not apply to Investors or Prospective Investors that are introduced to the Company through the efforts of the Employee; or

(ii) accept or solicit employment with, or accept or solicit a consulting assignment with, or accept or solicit business from any individual or entity that was a customer or client of the Company prior to

the Termination Date, or with which the Company had engaged in serious discussions prior to the Termination Date related to the possibility that such individual or entity might become a customer or client of the company (a "Current or Prospective Customer"), if the product or service provided by the Employee to such Current or Prospective Customer is substantially the same as a product or service offered by the Company to such Current or Prospective Customer, and such acceptance or solicitation would be competitive with or otherwise deleterious to the Company's own business relationship or anticipated business relationship with such Current or Prospective Customer; or

(iii) accept or solicit business from any retail market sector, segment, or group that the Company has solicited, targeted, or accepted business from prior to the Termination Date, or has actively planned, prior to the Termination Date, to solicit, target, or accept business from (the "Target Market"), if the product or service provided or offered by the Employee to such Target Market is substantially the same as a product or service provided or offered by the Company to the Target Market, and such acceptance or solicitation would be competitive with or otherwise deleterious to the Company's own business activities, or anticipated business activities, related to the Target Market; or

(iv) enter into or propose to enter into any business arrangement with any entity with which, prior to the Termination Date, the Company was involved in substantially the same business arrangement, or with which, prior to the Termination Date, the Company had held discussions regarding the possibility of entering into such an arrangement, if such arrangement would be competitive with or otherwise deleterious to the interests of the Company.

(d) A clarifying example. The following example is intended to reflect the intent of the parties in Section 3(c)(iii). Assume for the sake of this example that the Company is selling a variety of books, CD-ROMS, and shrinkwrapped computer software to a particular target market on the Internet via an online interactive catalog, and is actively planning to sell video tapes to the same target market. In addition, the Company has had internal discussions regarding the possibility of selling music CD's, but, so far as the Employee is aware, the Company has not, as of the Employee's Termination Date, made any concrete plans to sell music CD's (for example, the Company has not investigated the size of the music CD market, has not investigated the competition in that market, and has not contacted any prospective music CD suppliers). Under these assumptions, Section 3(c)(iii) would in no way restrict the Employee from selling music CD's, or working for a Company which sells music CD's, to that same target market via an online interactive catalog on the Internet.

(e) Further Clarification on Sections 3(c)(ii) and 3(c)(iii). For purposes of Sections 3(c)(ii) and 3(c)(iii), the fact that two services (where one is being compared to the other) both involve software development shall not, in and of itself, be enough to cause the two services being compared to be deemed "substantially the same."

(f) For purposes of this Section 3, the term Company shall be deemed to include the Company as well as any subsidiaries or affiliates of the Company that may, from time to time, become associated with the Company.

4. Reasonableness of Covenants

(a) Certain Recognitions. The Employee recognizes that the restrictions set forth in Sections 2 and 3 of this Agreement may seriously limit his or her future flexibility in many ways. For example (this example is not to limit in any way the restrictions specified in this Agreement), the provisions set forth in Section 3 will make it impossible for the Employee to seek or accept certain opportunities for a period of 18 months after the Termination Date, despite the fact that such opportunities might be highly attractive to the Employee and provide greater compensation than any other available opportunities, and despite the fact that after the 18 month period has elapsed such highly attractive opportunities may no longer be available to the Employee. The Employee acknowledges that the restrictions specified in Sections 2 and 3 are reasonable in view of the nature of the business in which the Company is engaged, the Employee's position with the

Company, and the Employee's knowledge of the Company's business. The Employee recognizes that his or her compensation (cash, equity and otherwise) reflects his or her agreement in Sections 2 and 3, and acknowledges that he or she will not be subject to undue hardship by reason of his or her agreement to Sections 2 and 3.

(b) **Modification of Restriction.** Notwithstanding anything contained in Sections 2 or 3 of this Agreement to the contrary, if a court of competent jurisdiction should hold any restriction specified in Sections 2 or 3 to be unreasonable, unenforceable, illegal or invalid, then that restriction shall be limited to the extent necessary to be enforceable, and only to that extent. In particular, and without limitation on the foregoing, if any provision of Sections 2 or 3 should be held to be unenforceable as to scope or length of time or geographical area involved, such provision shall be deemed to be enforceable as to, and shall be deemed to be amended to cover, the maximum scope, maximum length of time, or broadcast area, as the case may be, which is then lawful.

(c) **Survival of Covenants.** The obligations of the Employee under Sections 2 and 3 of this Agreement shall survive the termination of this Agreement and of his or her employment with the Company.

5. Employee Representations

Employee represents and certifies as follows: (a) Employee is not in possession or control of any document(s) that in any way constitute confidential, proprietary or trade secret information of a third party (including any former employer); (b) Employee is not subject to a non-competition agreement that would preclude his or her employment with the Company; (c) Employee has identified all confidentiality, proprietary information, non-solicitation or similar agreements or obligations that it has with any third party and that, in the course of his or her work for the Company, he or she shall not violate any such agreements or obligations; and (d) Employee, in the course of his or her work for the Company will not use or disclose any tangible or intangible information that constitutes a trade secret of a third party (including a former employer) except pursuant to written authorization to do so (e.g. a technology license between the Company and any third party).

6. Remedies

The Employee acknowledges that any breach of this Agreement may cause the Company irreparable harm for which there is no adequate remedy at law, and as a result of this, the Company shall be entitled to the issuance by a court of competent jurisdiction of an injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining the Employee from committing or continuing to commit any such violation. Any right to obtain an injunction, restraining order, or other equitable relief hereunder shall not be deemed a waiver of any right to assert any other remedy the Company may have at law or in equity.

7. Relationship of the Parties; Attention and Effort

The relationship between the Company and the Employee hereunder is agreed to be solely that of employee and employer. Nothing contained herein and no modification of responsibility or compensation made hereafter shall be construed so as to constitute the parties as partners or joint venturers or so as to constitute the Employee as an independent contractor. During the term of Employee's employment with the Company, and without limiting the provisions of Section 3 of this Agreement or any other provision hereof, Employee will devote all of his or her entire productive time, ability, attention and effort to the Company's business and will skillfully serve its interests and will not carry on any professional or other gainful employment.

8. Amendment or Alteration.

No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

9. Governing Law and Jurisdiction

This Agreement, and any disputes which may arise under, out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue of any suit arising out of or related to this agreement shall be exclusively in the state and federal courts of King County, Washington.

10. Severability

The holding of any provision of this Agreement to be illegal, invalid, or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Agreement, which shall remain in full force and effect.

11. Waiver

The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion or occasions shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

12. Entire Agreement

This Agreement contains the entire agreement of the parties and shall supersede any and all existing agreements between the Employee and the Company or any of its affiliates or subsidiaries relating to the subject matter hereof.

13. Assignment

Except as otherwise provided in this paragraph, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns. Neither this Agreement nor any right or interest hereunder shall be assignable by the Employee, his or her beneficiaries, or legal representatives without the Company's prior written consent; provided, however, that nothing in this Section 13 shall preclude the Employee from designating a beneficiary to receive any benefit payable hereunder upon his or her death, or the executors, administrators, or other legal representatives of the Employee or his or her estate from assigning any rights hereunder to the person or persons entitled thereunto. This Agreement shall be assignable by the Company only to a subsidiary or affiliate of the Company; or to any corporation, partnership, or other entity that may be organized by the Company, or by its owners, as a separate business unit in connection with the business activities of the Company or of its owners; or to any corporation, partnership, or other entity resulting from the reorganization, merger or consolidation of the Company with any other corporation, partnership or other entity, or any corporation, partnership, or other entity to or with which all or any portion of the Company's business or assets may be sold, exchanged or transferred.

14. No Attachment

Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation, or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect.

15. Headings

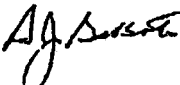
The Section headings appearing in this Agreement are used for convenience of reference only and shall not be considered a part of this Agreement or in any way modify, amend or affect the meaning of any of its provisions.

16. Rules of Construction

Whenever the context so requires, the use of the masculine gender shall be deemed to include the feminine and vice versa, and the use of the singular shall be deemed to include the plural and vice versa.

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date first written above.

AMAZON.COM, INC.

Signature: 
Name: Anthony J. Galbato
Title: VP, Human Resources

EMPLOYEE

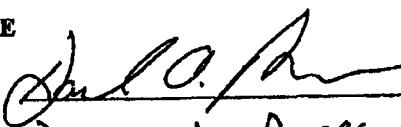
Signature: 
Name: DANIEL A. POWERS
Title: VP AMAZON WEB SERVICES SALES

EXHIBIT C

**CONFIDENTIAL SEVERANCE AGREEMENT
AND GENERAL RELEASE**

THIS CONFIDENTIAL SEVERANCE AGREEMENT AND GENERAL RELEASE (hereinafter, this "Agreement") is entered into by Amazon Web Services LLC (hereinafter "Employer") and Daniel A. Powers (hereinafter "Employee").

RECITALS

- A. Employee has been employed by Employer as a VP Sales, NA. Employee's employment relationship with Employer is ending on July 1, 2012.
- B. Employer and Employee wish to enter into an agreement to prevent and resolve any disputes that may exist between them arising out of their employment relationship and its termination, and they enter into this Agreement for that purpose.
- C. Additionally, Employer and Employee previously entered into a Confidentiality, Noncompetition and Invention Assignment Agreement, dated August 24, 2010 (hereinafter, the "Nondisclosure and Noncompetition Agreement"). A copy of the Nondisclosure and Noncompetition Agreement is attached hereto as Exhibit A. The parties also enter into this Agreement to reaffirm their existing rights and responsibilities under the Nondisclosure and Noncompetition Agreement.

AGREEMENTS

The parties agree as follows:

1. EMPLOYMENT: ENDING DATE

Employee understands and agrees that Employee's employment with Employer is terminating on July 1, 2012. After June 5, 2012 and through July 1, 2012, Employee will remain on the payroll, but he will not be expected to report to work to perform work.

If employee does not return this agreement by June 26, 2012, employment will be terminated next business day.

2. CONSIDERATION

Within 20 business days of the Effective Date, as defined in Paragraph 14 of this Agreement, Employer will pay to Employee \$325,000.00 (Three Hundred Twenty-Five Thousand Dollars) less legally required payroll deductions (the "Payment Amount") as wages in the form of severance pay.

3. VALID CONSIDERATION

Employer and Employee agree that the consideration described in Paragraph 2 of this Agreement is not required by Employer policies or procedures or by any contractual obligation and is offered solely as consideration for this Agreement.

4. PRIOR AGREEMENT

Employee understands and agrees that Employee has continuing obligations under the Nondisclosure and Noncompetition Agreement, attached as Exhibit A and incorporated by reference, reaffirms those commitments in this Agreement, and agrees that, as part of this Agreement, Employee will comply fully with the terms of Exhibit A. Employee also confirms that Employee has not violated the Nondisclosure and Noncompetition Agreement.

5. RETURN OF PROPERTY

Employee confirms and agrees that Employee has an obligation to return and has returned, or will immediately return, to Employer all files, memoranda, records, credit cards, computers, computer files, passwords, and passkeys or related physical or electronic access devices, data, or information, and any and all other property received from Employer or any of its current or former employees or generated by Employee in the course of employment.

6. CONFIDENTIALITY

Employee agrees to keep the terms of this Agreement (including but not limited to the consideration described in Paragraph 2 of this Agreement) completely confidential and not to disclose any information concerning this Agreement or its terms to anyone, except as required by court order or subpoena, other than immediate family, tax advisor, or legal counsel, who will be informed of and bound by this confidentiality clause. In the event that Employee is notified of, or otherwise becomes aware of, any litigation, court order, or subpoena requiring or requesting disclosure of any information concerning this Agreement, its terms, or Employee's employment with Employer, Employee agrees to notify Employer's legal department, in writing, within 48 hours after Employee is notified or becomes aware of such litigation, court order, or subpoena and prior to disclosing any information concerning this Agreement, its terms, or Employee's employment with Employer.

7. NONDISPARAGEMENT

Employee agrees to refrain from making any derogatory comment in any format, whether written or oral, to the press or any individual or entity regarding Employer that relates to Employer's business or related activities or the relationship between the parties.

Employer agrees to refrain from making any derogatory comment in any format, whether written or oral, to the press or any other third party regarding Employee that relates to Employee's work or related activities or the relationship between the parties, unless compelled by law to do so, i.e., providing sworn testimony in a court proceeding. ~~Employer will use reasonable efforts if asked about Employee's~~ employment to respond that Employer will only confirm that the Employee worked at the Employer and the dates of such employment and further will say that it is the Employer's policy not to discuss more than that about any employee.

8. GENERAL RELEASE

In consideration of the severance payments and other promises contained herein, Employee expressly waives any and all claims against Employer and, to the maximum extent permitted by law, releases Employer (including its parent corporation and any affiliated corporations, its owners, officers, directors, stockholders, managers, agents, employees, and representatives) from any and all actual or potential actions, claims, causes of action, and damages, known or unknown, on account of or arising out of the Employee's employment relationship with Employer or the termination thereof. It is understood that this release includes, but is not limited to, any claims for wages, bonuses, employment benefits (including claims under continuing employee benefit plans or claims under ERISA), stock options, restricted stock units, or any other stock purchase plans of Employer's subsidiaries or affiliates, or damages of any kind whatsoever, arising out of any common law torts, any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any theory of discrimination or harassment in any form, any legal restriction on Employer's right to terminate employees, or any federal, state, or other governmental statute or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964 as amended, the Americans with Disabilities Act, the Family and Medical Leave Act, the Equal Pay Act, the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, the Washington Law Against Discrimination, or any other statutory or common law limitation or regulation of the employment relationship of state or federal law.

9. NO ADMISSION OF WRONGDOING

This Agreement shall not be construed as an admission by Employer of any wrongful act, unlawful discrimination, or breach of contract, and Employer specifically disclaims any liability to or unlawful discrimination against Employee or any other person.

10. OTHER CHARGES OR COMPLAINTS

Employee represents that Employee has not filed any complaints, claims, charges, appeals, or actions against Employer with any state, federal, or local agency or court and that Employee will not do so at any time hereafter. PROVIDED, nothing in this Agreement shall be construed to prohibit Employee from filing a charge or complaint with the Equal Employment Opportunity Commission ("EEOC") challenging the validity of this Agreement or participating in any investigation or proceeding conducted by the EEOC. With regard to the release of claims under the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act ("OWBPA"), Employee has been told and understands that Employee may challenge the knowing and voluntary nature of this release as it extends to such age discrimination claims. However,

Employee is hereby releasing and forever waiving any private right to sue, and any associated applicable remedies, which may be issued by any state or federal agency.

11. SEVERABILITY

The provisions of this Agreement are severable, and, if any part of it is found to be unlawful or unenforceable, the other provisions of this Agreement shall remain fully valid and enforceable to the maximum extent consistent with applicable law.

12. STATE LAW

This Agreement is entered into in King County, Washington and shall be interpreted under the laws of the State of Washington without regard to Washington's conflicts of laws principles. Any disputes arising under this Agreement shall be brought in a court of competent jurisdiction within King County, Washington. Employee acknowledges that Employee will be subject to a permanent injunction and/or temporary restraining order for any violations of this Agreement, including any violations of the Nondisclosure and Noncompetition Agreement attached as Exhibit A. In the event that Employer prevails in any action brought by Employer to enforce any provision of this Agreement or the Nondisclosure and Noncompetition Agreement attached as Exhibit A (including but not limited to an action for a permanent injunction or a temporary restraining order), Employee agrees that Employee will pay Employer's costs, including attorneys' fees, in addition to any other damages or amounts that may be awarded.

13. ENTIRE AGREEMENT

This Agreement, with its Exhibit A incorporated by reference, sets forth the entire understanding between Employer and Employee and supersedes any prior agreements or understandings, express or implied, pertaining to the terms of Employee's employment with Employer and the termination of the employment relationship.

Employee acknowledges that in executing this Agreement, Employee does not rely on any representation or statement by any representative of Employer concerning the subject matter of this Agreement, except as expressly set forth in the text of this Agreement.

14. OPPORTUNITY TO CONSIDER AND REVOKE AGREEMENT

Employee agrees that Employee has been encouraged to seek legal counsel to review this Agreement, has been provided the opportunity to consider for twenty-one (21) days whether to enter this Agreement, and has knowingly and voluntarily chosen to enter the Agreement on this date. Employee may revoke this Agreement for a period of seven (7) days following the execution of this Agreement; this Agreement shall become effective following expiration of this seven (7) day period (the "Effective Date"). Employee acknowledges that Employee has carefully read and fully understands all aspects of this Agreement, that Employee has not relied upon any representations or statements not set forth herein or made by Employer's

agents or representatives, that Employee has been advised to consult with an attorney of Employee's choice prior to executing the Agreement, that Employee has had the opportunity to consult with an attorney of Employee's choice as to the subject matter and effect of this Agreement, and that Employee enters into this Agreement freely and without duress of any kind or nature.

EMPLOYER

EMPLOYEE

Amazon Web Services LLC

By: Nichole Yip

Daniel A. Powers
Daniel A. Powers

Title: VP, HR Tech

Dated: June 13th, 2012

Dated: 7/9/12

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By **Chris Crum** · October 12, 2011 · 1 Comment

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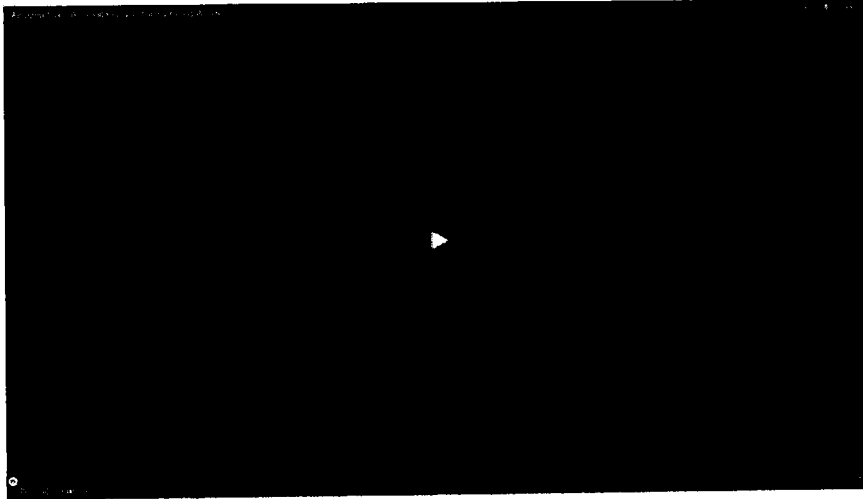
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Google and Amazon: The Next Great Tech Rivalry? | WebProNews

well.

Amazon is now in the tablet market. It runs Android, but Amazon's version of Android. Amazon even has its own version of the Android Market. In terms of operating systems, the competition might soon even get more fierce as it's rumored that Amazon wants to buy WebOS from HP.

With the Amazon Kindle Fire, the company's tablet, Amazon appears to be going straight for Google's Chrome jugular. Google has always touted Chrome's speed, perhaps more than any other feature, but Amazon's Silk browser, could give it a big run for its money, as it taps into Amazon's EC2 Elastic Compute Cloud) to optimize the page loading experience. Amazon talks about this here:



Silk is only for the Kindle Fire for now, but how long do you think that will last? It's not hard to envision this becoming a straight up competitor to Chrome, Firefox, IE, Safari, etc.

This week, Google announced some new storage and App Engine offerings that will help it compete with Amazon Web Services. Specifically, Google's bundle of announcements includes: new enterprise level services and support option for Google App Engine, Google Cloud SQL, Google Cloud Storage with new features and a lower price, and new features for the Google Prediction API.

Google gives more details about each of these in a post on the Google Enterprise blog. "We are enabling our enterprise customers to build business solutions that take advantage of the computing power and scalability of Google's cloud services without all the hassles of deployment of applications," says Group Product Manager Jessie Jiang. "We have been making great progress on Google App Engine, Cloud Storage, and Prediction API. There is more to come, stay tuned."

Suffice it to say, that while Google seemingly takes on every major tech and Internet company in one way or another (there may be a few exceptions....so far), it appears that Amazon and Google are well on their way to becoming bigger rivals than ever. It's going to be fun to watch the different ways in which this competition manifests itself.

Hopefully businesses and consumers will ultimately be the biggest winners.

Update: Even as I was writing this, Google announced the Google Commerce Search Partner Program. It's offering a reseller program to enable tech partners to roll Google Commerce Search into their solutions easily. Resellers will be expected to seek out opportunities to bring Google Commerce Search to existing or new retail clients, Google says. More on this here.

Update 2: Also some very interesting comments on Amazon vs. Google from a guy who used to



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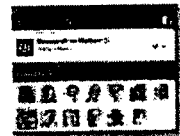
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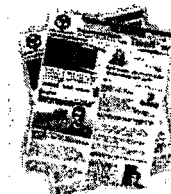


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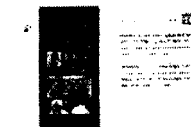
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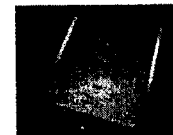
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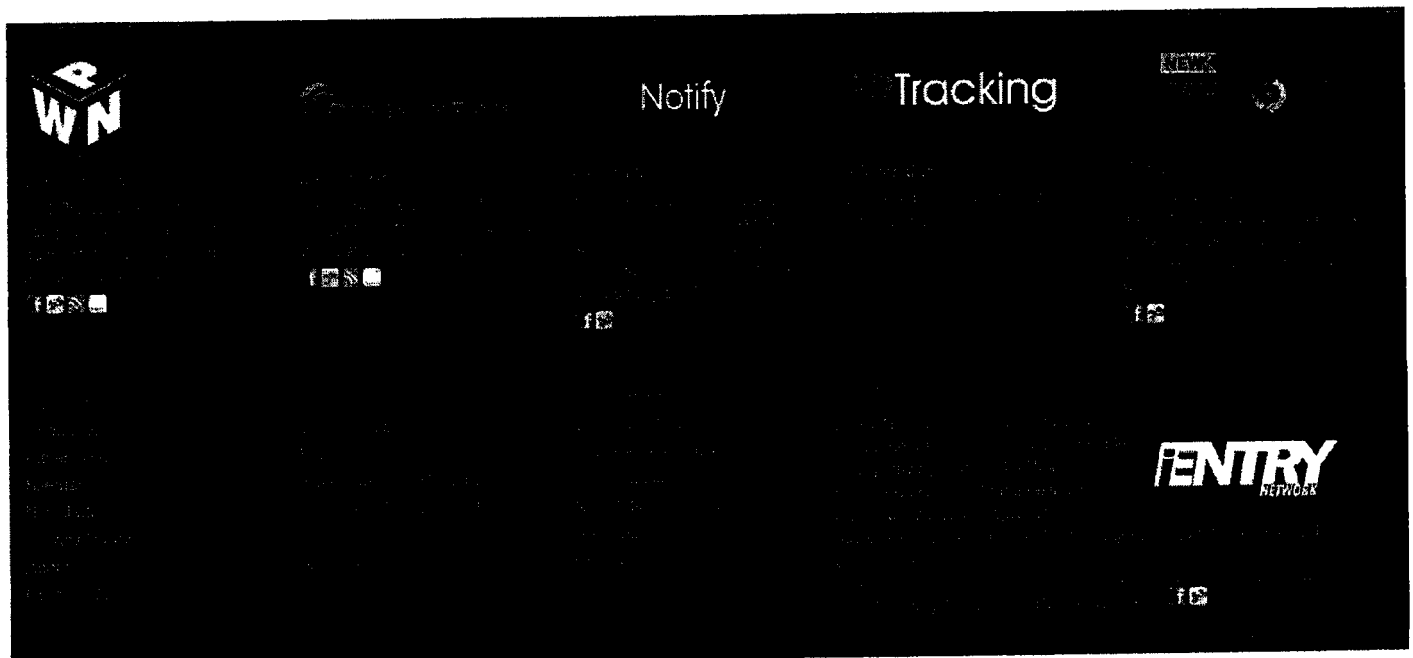
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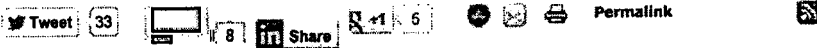
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Google Compute Engine Challenges Amazon

At Google I/O, Google Compute Engine debuts, bringing Google into more direct competition with Infrastructure-as-a-service market leader Amazon Web Services. But don't forget about Microsoft.

By **Charles Babcock**  InformationWeek
June 28, 2012 03:05 PM

Until now, neither Microsoft nor Google has offered plain vanilla, cloud compute power as a service from their respective Windows Azure and App Engine data centers. Infrastructure-as-a-service (IaaS) thus far has been the undisputed province of Amazon Web Services, with Rackspace, SoftLayer, and other would-be competitors trying to gain market share.

But both Microsoft and Google have always had the means to compete in that market--they've built data centers in strategic locations around the world and can use them as a springboard into IaaS. And some customers want Microsoft and Google to become IaaS suppliers, given their existing reliance on those vendors' technologies.

In fact, both have been edging closer to doing so.

Google's primary infrastructure architect Urs Holzle on Thursday at the company's [developers conference](#) announced the Google Compute Engine, or infrastructure-as-a-service, a move that brings it into more direct competition with market leader Amazon Web Services.


Holzle said Google's success with [App Engine](#), its platform-as-a-service for building applications, had generated demand among its users for an accompanying infrastructure service to run applications in virtual machines for long periods of time. Google will manage all scalability and performance issues for users of Compute Engine, letting businesses and independent software developers gain the benefit of Google's "decade of experience in building and running Google search engine data centers." It made the announcement during a Thursday morning keynote session of Google I/O in San Francisco.

Google already has one the largest worldwide networks of data centers with strong networking connections between them. That may become a distinguishing point between Google and Amazon, which also has data centers around the world but is just starting to offer connections between them. Based on its approach to platform-as-a-service, Google can be expected emphasize the resiliency and lack of downtime of its approach to infrastructure.


Amazon, however, offers infrastructure for both Windows and Linux workloads. In addition, Google Compute Engine will host virtual machines running only Linux workloads.

Holzle said Compute Engine will deliver "up to 50% more value" than other IaaS providers without specifically naming any competitors. In addition to Amazon, Rackspace, SoftLayer, and Hosting.com offer IaaS, along with more business-oriented suppliers such as Terremark, a unit of Verizon, and Savvis, a unit of CenturyLink.

Compute Engine is available immediately in "limited preview," meaning it doesn't yet qualify as a full-fledged product. Google will limit how many users may sign up for the service. No date for general availability has been named.



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One of the strongest steps Microsoft has made toward IaaS came June 6 when it said it would start offering Linux servers. If it's ever going to offer IaaS, it needed to include Linux or permanently concede a large part of the market to Amazon. It will import the Linux workloads using its VHD virtual machine file format, meaning that its Hyper-V hypervisor will gain a more equal footing with VMware's ESX Server, which from day one dealt with Linux.

Microsoft at the time said that Azure customers may run CentOS, Ubuntu, or Suse Linux servers--in other words nearly anyone except Red Hat. Red Hat is still too formidable a competitor. Despite being a denouncer of Linux for years, Microsoft has reconsidered. It doesn't wish to be left behind because of its militant line. If cloud users want to run Linux, Azure will do so.

Why Open Source?

Open source code is popular among cloud users in general. As their cloud use expands, they don't incur more licensing charges. So Microsoft recently turned to open source code to generate new capabilities on Azure. Azure Web Sites, also announced June 6, expands Microsoft's language library beyond its own .Net languages. Azure has been opened up to serve as a more general purpose website host, able to run Node.js, a server form of JavaScript, and Python, as well as the previously supported open source PHP. Azure Web Sites also aids its users in using open source code services, such as WordPress for blogging and Joomla or Drupal for content management.

[There is a lot of moving around in the cloud. Read [NASA Drops OpenStack For Amazon Cloud](#).]

If cloud users find in Azure what they need to build their websites, they're more likely to use it for its infrastructure and [build more applications](#) using its platform-as-a-service. PaaS is a step above plain vanilla computing because it adds tools, widgets, and frameworks for rapid application building; the resulting apps run conveniently in the PaaS cloud.

Thus, Microsoft has maneuvered itself much closer to becoming an IaaS provider. It has invested heavily in data centers around the world--Azure will become available in 48 additional countries, including Russia, by the end of June, bringing its total to 89. Microsoft is thus in a strong position to make an IaaS offering as a logical extension of its platform. Offering IaaS would also allow Microsoft to more thoroughly utilize its data centers for more profitable operations.

But so far, Microsoft hasn't gone head to head with Amazon, except when offering entry-level small servers. Both Amazon and Microsoft appear to be trying to capture the cloud newcomer and early cloud user with low pricing for small servers. As the size of the server offering increases, Microsoft loses a small pricing edge and Amazon offers the stronger IaaS server resources for the money. In that sense, Microsoft appears to be competing for IaaS customers with the intent of leading them toward a value-added and higher-priced PaaS environment.

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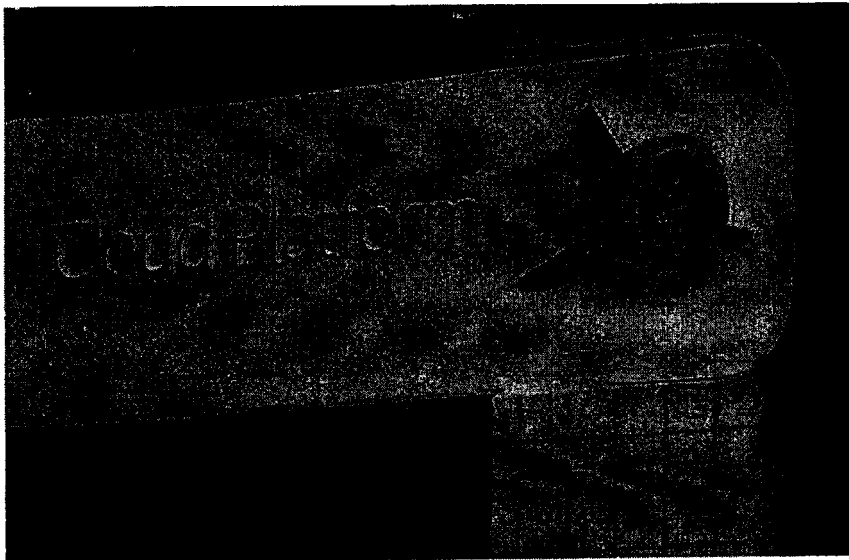
Jun 28, 2012 - 10:55AM PT

Google launches Amazon rival, Compute Engine

BY Om Malik

5 Comments +1

Google has announced plans to start offering a compute-on-demand service that rivals Amazon's EC2 service. The company will initially offer this as a limited preview to larger customers. It is a strong and logical move by the company as it continues to view for developer affection.



Google has announced plans to start offering a compute-on-demand service that rivals Amazon's Elastic Compute (EC2) service. Google has offered many what it calls higher-level cloud services such as Google storage, BigQuery and Google App Engine in the past, but now the company believes it needs to sell a more prosaic Infrastructure as a Service (IaaS) offering whose primary target is attracting more developers to Google's cloud platform. The news of this new service was first reported by my colleague Derrick Harris in May and was confirmed later by me with additional details this past week.

"The Google Compute Engine, we believe, has been the missing piece," said, Urs Hölzle, Google's senior vice president of technical infrastructure, during a broad conversation this week. He said that building an infrastructure-as-a-service isn't a trivial task, as the demands on such a service are quite intensive. Google has been working on this new service for some time now, he added.

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Google launches Amazon rival, Compute Engine — Cloud Computing News

The focus of the Google Compute engine is on performance, scale and value. In order to show its performance and scale, Google is planning to show off a genomic app that runs on 600,000 cores. Another app will use 10,000 virtual machines. And if that isn't enough, the company says it will offer 50 percent more compute resources compared to other shared cloud infrastructures. Translation: It's a shot across the bow of Amazon Web Services' EC2 offering. (See here for pricing)

The developers can run any stack and any software on this service. The company is partnering with third-party services such as RightScale to add more tools and services to its platform. Google is going to initially offer its service in **limited preview** and will sell it through its sales force if customers are looking for 100 or more cores. Eventually the service will be accessible with a credit card and a browser like most cloud services. From Google's blog post:

The capabilities of Google Compute Engine include:

- **Compute.** Launch Linux VMs on-demand. 1, 2, 4 and 8 virtual core VMs are available with 3.75GB RAM per virtual core.
- **Storage.** Store data on local disk, on our new persistent block device, or on our Internet-scale object store, Google Cloud Storage.
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- **Tooling.** Configure and control your VMs via a scriptable command line tool or web UI. Or you can create your own dynamic management system using our API.

At launch, we have worked with a number of partners — such as RightScale, Puppet Labs, OpsCode, Numerate, Cliqr and MapR — to integrate their products with Google Compute Engine. These partners offer management services that make it easy for you to move your applications to the cloud and between different cloud environments.

A company spokeswoman said that anyone can "sign up today, but we will be accepting customers who are focusing on larger workloads. In some cases we would accept smaller workloads as well. " During the early phase, Google will offer Google compute service only to the U.S.-based developers, but will eventually roll out the platform to customers globally. Hölzle said that the company was using Google's current infrastructure stack to offer the on-demand compute service.

Better late than never?

When asked if he believed that Google was a tad late to the party, Hölzle pointed out that while there have been many existing players offering cloud infrastructure services, there is ample opportunity for Google as the shift to cloud is more cyclical and long term. "This really isn't about stealing marketing share from other players," he said.

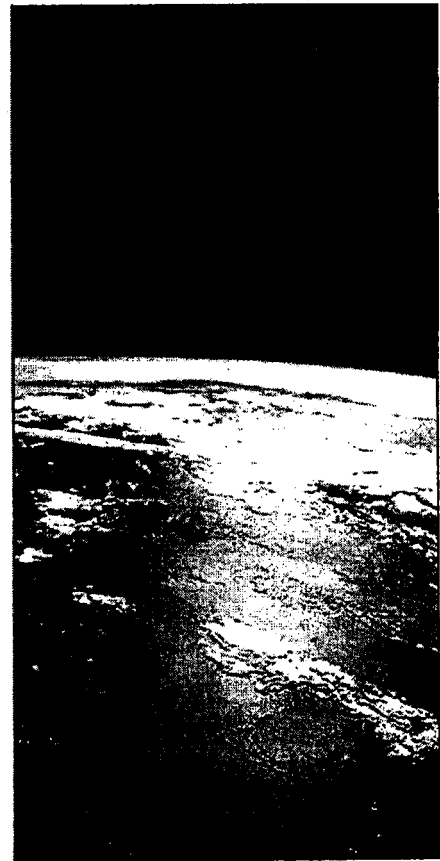
"I think we are early because the whole industry itself is in [its] infancy," he said. "If you look at it, in the grand scheme of things, nearly 99 percent of the companies are not in the cloud." Hölzle, however, said it was the right time for Google to enter the market. "More and more apps are being built for the web and mobile and the original storage and services are all moving to the cloud," he said. The emergence of Chrome OS, Android and iPhone have led to the point where cloud clients are becoming "stateless."

"It is very early in the market and, frankly, five years from now you will have a whole different kind of cloud and services." He declined to outline what the cloud will look like in five years.

Hölzle was reticent about predicting the level of adoption as well, but was not shy of pointing out that Google has been in the infrastructure business for years and it is one of the key advantages for the company. "The market will show," he said, and invited me to ask him the same question "two

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years from now.”

The great (cloud) game

Despite Google's dismissal, one can't help but notice Amazon's looming shadow on Google. Amazon Web Services, thanks to being an aggressive and early believer in the cloud as we know it, has carved itself a nice niche and is rumored to be bringing in over a billion dollars in revenue. But it is not just revenue that has a whole industry jealous of Amazon's cloud business.

Success in cloud services has made Amazon attractive to startups and independent app developers, who are embracing Amazon's stack of cloud services. These code-tinkerers are the kingmakers in this new world, especially now that Amazon has forked Android and has been pretty public about its grand mobile ambitions.

The battle for developers and locking them into cloud and mobile platforms is literally the trillion-dollar question of the 21st century. Microsoft Azure, Apple's iCloud, Amazon Web Services and now Google Compute Engine are essentially trying to get their hooks into the developers. Frankly, I am surprised that Facebook hasn't announced its own efforts to do the same.

Amazon, for now, is the king of the hill. At our Structure 2012 conference, when I asked Amazon CTO Werner Vogels about the next five years, he talked about a new layer of services emerging and Amazon being the trendsetter. It is a distinct advantage for the Seattle-based company that has angered its partners but has been focused on making sure it keeps pushing the envelope. He understands — and so does Google — that there is an opportunity to take away the dollars spent on IT dinosaurs such as Hewlett-Packard.

These giants of the past should be waking up with a migraine, for the entry of Google makes life tougher for them. I wonder what this news does to smaller cloud players such as Rackspace that have been inching their way toward Amazon's heels.

Nevertheless, Amazon knows it has no time to rest on its laurels. For instance, it is not going to let Google press the price advantage for long. “If you look back, we've lowered pricing 20 times, so the best thing to look forward to is we'll continue to do that,” Vogels said in our onstage conversation. “That's at least our goal.”

And whichever way you look at it, Google's entry into the business is a good thing for the developers and startups.

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5 Comments



Rod Boothby

Thursday June 28 2012

Joyent is €4 per hour for the larger instances compared with €5.3 per hour at Google. And Joyent doesn't have to nickel and dime customers with bandwidth charges. How can Joyent compete and win on price? Joyent has different technology that is better, faster and has a lower cost basis. By going with Linux based KVM with non-local “ephemeral” storage, Google has selected the wrong virtualization model. Telecoms like Telefonica are using Joyent's technology to out-compete Google. The battle is going to get

Google launches Amazon rival, Compute Engine — Cloud Computing News

interesting. Just as Google Plus is still struggling against Facebook, Google Cloud Engine is not a guaranteed win in the IaaS space. That has broader implications for Google's ability to capture the new generation of App developers build solutions stretch across phones, tables and the web. If those App developers are not using a Google Cloud, then they may not use Google payment engines, or Google advertising engines, even when part of their apps live on Android and iOS phones.

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Friday, June 29 2012

Joyent's least expensive plan (source Joyent website):

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**Rod Boothby**

Friday, July 6 2012

Joyent's plans are all in. Joyent doesn't charge in piece meal for every put and get, every bit of traffic. Bandwidth is free... up to 10TB per month, which is a huge amount.

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**John**

Wednesday, September 5 2012

Rod Boothby = Vice President, Corporate Business Development at Joyent

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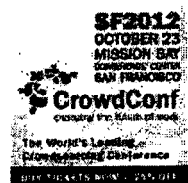
**Eddie**

Thursday, June 28 2012

Its great to welcome Google to this horse race. Urs Hölzle is right about this being cyclical paradigm shift, not a fleeting fly-by-night shift. I'd love to see a live debate between Urs Hölzle, Microsoft's Rolf Harms and Amazon's Werner Vogels! The greatest news about all of this is that there is no monopoly! Ding dong the Wintel monopoly witch of the past is dead! Rejoice! Hurrah! My only beef with Google's announcement today is that they are not making the debut of Compute Engine in such a way that is apt for startups, which is ironic given Google I/O is a developer conference. But in time its reasonable to expect decent developer support for companies of all sizes. The key to any of these big three vendors is to avoid "lock in". Most people in the enterprise space today are not dumb or naive (unless they were born yesterday) so their will be very little tolerance for "Hotel California" like lock ins.

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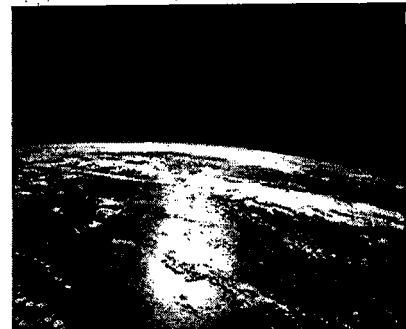
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May 17, 2012 - 12:21PM PT

Scoop: Google, Microsoft both targeting Amazon with new clouds

BY Derrick Harris

10 Comments

Google is hard at work on a cloud computing offering that will compete directly with the popular Amazon EC2 cloud, I have been told, although Microsoft probably will beat it to the punch. The timing for Google is TBD, while Microsoft should announce on June 7.



Google is hard at work on a cloud computing offering that will compete directly with the popular Amazon EC2 cloud, according to a source familiar with Google's plans. Not to be outdone, other sources have confirmed Microsoft is also building an Infrastructure as a Service platform, and that the Redmond cloud will be ready — or at least announced — before Google's. According to my sources, Google should roll out its service for renting virtual server instances by the end of the

year, while Microsoft is slating its big announcement for a June 7 event in San Francisco.

Although Google declined to comment on whether the offering is indeed on the way, an IaaS cloud would make a lot of sense for the company. It already has a popular platform-as-a-service offering in App Engine that is essentially a cloud-based application runtime, but renting virtual servers in an IaaS model is still where the money is in cloud-based computing. Google also has an API-accessible storage offering — the aptly named Google Cloud Storage — that would make for a nice complement to an IaaS cloud, like Amazon's ridiculously popular S3 storage service is for EC2.

Microsoft clearly got the message on where developers are spending in the cloud, too, which is why it's reportedly expanding its Windows Azure cloud to compete with Amazon more directly than it already does. That means the ability to rent Windows and Linux virtual servers by the hour as well as, it has been reported, support for Java on the PaaS side of Azure. The speculation that Microsoft will make these moves at some point is nothing new, and tweets last week from a Microsoft analyst saying "Infrastructure as a Service is on the roadmap" only stoked the flames.

We'll no doubt hear a lot more about Microsoft's plans at our Structure conference next month, when I sit down to talk Azure with Microsoft Server and Tools Business President Satya Nadella.

Google and Microsoft are two cloud providers that should have Amazon Web Services shaking a bit, in a way Rackspace and the OpenStack haven't yet been able to. Google and Microsoft both have the engineering chops to compete with AWS technically, and both have lots of experience dealing with both developers and large companies. More importantly, both seem willing and able to compete

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with AWS on price — a big advantage for AWS right now as its economies of scale allow it to regularly slash prices for its cloud computing services.

In terms of timing, this looks like a case of both companies realizing they got ahead of themselves and the market by centering their cloud computing plans around PaaS rather than IaaS. If Google really does roll out an IaaS offering, maybe it's also a sign of its newfound maturity when it comes to rolling out new services that fit naturally into its existing business and that it can actually sell. Although AWS has a *commanding* lead in market share — estimates start at 50 percent and only go higher — there are still a lot of developers left to win over and even some opportunity to poach a few from AWS if Google and Microsoft can keep up in the innovation game.

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Keith Townsend

Thursday, May 17 2012

Reblogged this on Virtualized Geek and commented:
This only makes sense since as Microsoft will be able to leverage the improvements in Hyper-V to provide a stronger back end for their own IaaS Cloud offering. If successful they could potentially challenge VMWare (or VMLimited as they call it) in the private/public cloud strategy. The ability to move from a private Hyper-V cloud to a Microsoft hosted instance will be compelling.

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Steve

Thursday, May 17 2012

I am excited about this—give me IaaS with Hyper-V so I can use this as a DR solution for my existing Hyper-V machines. Amazon's approach is too obtuse and everyone else seems to be heavy into the VMWare solution.

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Keith Townsend

Thursday, May 17 2012

Assuming that Hyper-V is the back end you are right. This could be revolutionary for organizations invested heavily in Hyper-V.

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davidcdean

Thursday, May 17 2012

Always playing catch-up. Bezos' ironfisted decree on the services strategy in 2002 was scary-genius, in a way I don't think people really appreciate even today. That was a DECADE ago. It's "eat your own dog food", a brilliant way to streamline operations internally, and ridiculously accurate

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market forecasting, all in one move.

Rumors surrounding his personality and leadership style may be accurate, but there's no denying, the guy is brilliant.

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Joe

Thursday, May 17 2012

Yep. Everyone was saying he was insane because he was not concentrating on the main business. I remember investors were flipping out. But, he understood where the future was and how it was a perfect fit for Amazon. Pure genius.

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Keith Townsend

Thursday, May 17 2012

I laughed when they first announced this 10 years ago. I thought to myself "Who would outsource their computing to an Internet reseller?" I guess they proved me wrong.

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Eddie

Monday, May 21 2012

Keith, et al. This actually makes a lot of sense if one looks at the bigger picture: Bezos has a background that roots to quantitative finance in NYC (D.E. Shaw group). As much as Silicon Valley / Seattle-ites might not like to believe this, it was actually Enron who had initial aggressive plans to provide IaaS and cloud computing as a "utility" in the 1990s. Ergo, cloud computing as a utility was really got its mojo from the likes of Enron / finance!

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Paul Calento

Friday, May 18 2012

As Keith points out, the opportunity is in the ability to move between public and private clouds, at will, as part of a converged cloud / hybrid cloud structure. But there's still lock-in. Will be interesting to see how these compare not only to Amazon, but the OpenStack challenge.

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Dana Blankenhorn

Monday, May 21 2012

I predict this means Amazon earnings compression, but maybe not in the way folks think. I expect higher Amazon profits along with a lower stock price.

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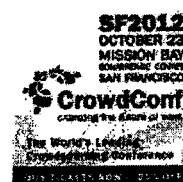
Paul Stovell

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Windows Azure already lets you create VM Roles. What's the difference compared to EC2?

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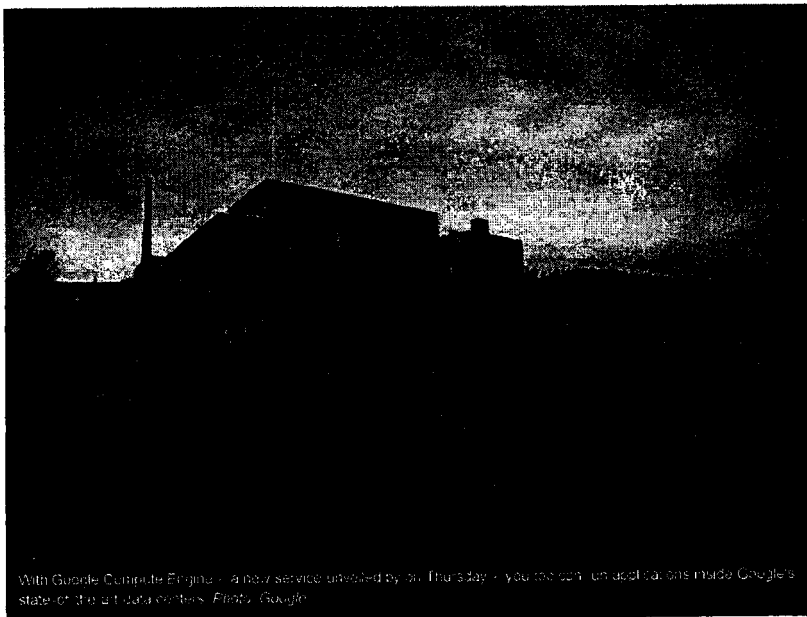
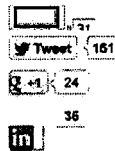
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Google Mimics Amazon Cloud With 'Google Compute Engine'

BY CADE METZ 06.28.12 2:37 PM

Follow @cademetz



With Google Compute Engine — a new service unveiled by Google today — you too can run applications inside Google's state-of-the-art data centers. *Photo: Google*

Google has unveiled a service akin to Amazon's Elastic Compute Cloud, letting developers and businesses hoist applications atop virtual machines running on the same sweeping infrastructure that underpins Google's own applications and web services.

Unveiled on Thursday morning by Urs Hölzle — the man who oversees Google's infrastructure — at the company's annual developer conference, the new service is known as Google Compute Engine. The company already offers a service for building and running applications atop its infrastructure — Google App Engine — but this service does not offer access to raw virtual machines. With App Engine, you must code applications for specific APIs, or application programming interfaces, that place certain restrictions on what programming languages, libraries, and frameworks can be used.

With raw virtual machines, developers can pretty much run whatever software they want, just as they can with Amazon EC2, the undisputed king of the cloud computing game.

Google's new service is currently in the beta testing stage, and it's available to only a limited number of users. Hölzle claimed that next to competitors — presumably Amazon — the service would offer 50 percent more compute power per dollar. During his keynote, the Google man said that the service lets applications scale to hundreds of thousands of processors cores, showing one genetics-related application running on about 600,000 cores.

The move had been rumored since mid-May, with *GigaOM* reporting that Google was preparing to release a service akin to Amazon EC2. Google's service will compete not only with EC2, but with a similar service Microsoft added to its Windows Azure cloud last month and services offered by the

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EDITOR

Cade Metz

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Texas-based Rackspace.

Like these competitors, Google Compute Engine is essentially a way of building and hosting applications without setting up computing hardware in your own data center. Amazon pioneered the idea of a public service that would provide businesses and developers with instant access to virtual servers and other computing resources, such as storage, and according to one estimate, its services now run as much as 1 percent of the internet. In response to the popularity of Amazon service, myriad companies have introduced similar services.

Meanwhile, many others have built software that lets you mimic Amazon in your own data center. In some ways, this "private cloud" idea defeats the purpose of a service like Amazon's, but the thinking is that some companies prefer to keep their data and software on their own machines.

Google introduced Google App Engine in 2008 as an alternative to Amazon. But it never had the same success.

When building applications for App Engine, you can't just build anything you like. You're restricted to certain programming languages: Java, Python, and Google's own Go language. Even within these languages, you must stick to certain software libraries and frameworks. And though Google has loosened other restrictions over the years, there are case where you must structure your application in certain ways in order to run on the service.

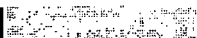
These rules were in place because Google wants to ensure that applications can readily scale to a large number of users but also, Google says, for reasons of security. The company places similar restrictions on the applications that its engineers build atop its infrastructure, which spans about 40 data centers across the globe.

But these restrictions seemed to hamper the adoption of the service, and with Google Compute Engine, the company aims to make life easier for the average developer — and win some business away from the likes of Amazon and Microsoft.

In addition to App Engine, Google already offers a service for storing large amounts of data. Known as Google Cloud Storage, this is similar to Amazon's Simple Storage Service (S3) and Rackspace's Cloud Files service. Compute Engine, App Engine, and Google Cloud Storage are now grouped under the moniker "Google Cloud Platforms," in much the same way Amazon's myriad web services are known as, well, Amazon Web Services.

The Google Cloud platform also includes a service called BigQuery, a means of analyzing large amounts of data using MapReduce, Google's distributed number-crunching platform.

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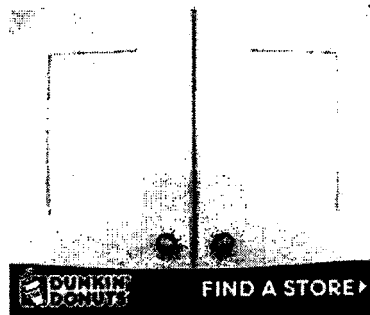
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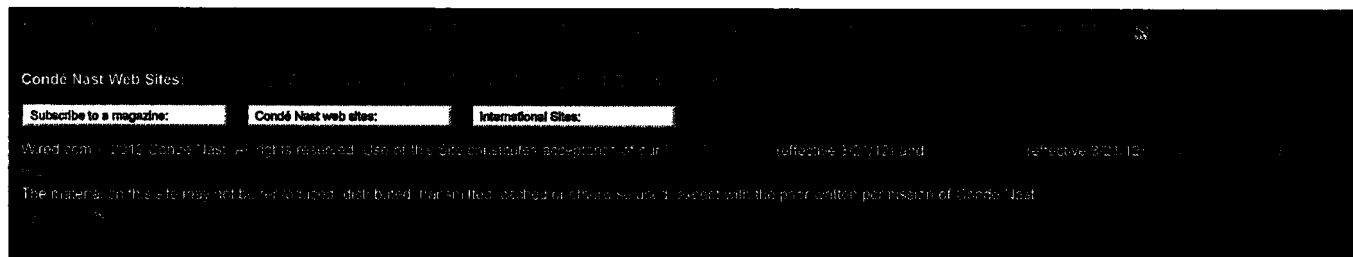
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BY AMIR EFRATI

Google Inc. moved to take on Amazon.com Inc. in the fast-growing market for what the industry calls cloud services, allowing companies to run their applications and store data on computers managed by the Internet giant.

The initiative, announced Thursday at Google's annual conference for software developers, comes one day after Google unveiled a \$199 tablet to take on Amazon's identically priced Kindle Fire in the flashier consumer-electronics market.

With the new offering, called Google Compute Engine, Google is taking advantage of assets such as its highly touted data centers and custom-built servers that help it power Web applications that include ...

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